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Contract No.: **742-9052**

**Agreement to Supply: RESIDENTIAL GARBAGE AND YARD WASTE CART COLLECTION**

This agreement, made and entered into this the 2 day of NOVEMBER, 2004, by and between the **CITY OF FORT LAUDERDALE**, a municipal corporation of Florida, City Hall, Fort Lauderdale, FL 33301, hereafter called the "City" and

Name of **CONTRACTOR: WASTE MANAGEMENT INC. OF FLORIDA**

Address: 2700 NW 48 STREET City: POMPANO BEACH State: FL Zip: 33073

A Corporation ☒ A Partnership ☐ An Individual ☐ Other: ☐

authorized to do business in the State of Florida, hereinafter called the "Company or Contractor" Witnesseth that: Whereas, the City did advertise and issue an Invitation to Bid (ITB) or Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of THREE (3) YEARS and the Contractor submitted a proposal/bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: November 1, 2004

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to sell to the City and the City agrees to buy from the Company, during the period beginning 11/1/2004 and ending 10/31/2007 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

In addition, the Company agrees to buy, and the City agrees to sell certain specific vehicles as identified on page 29 of the Invitation to Bid at the firm prices as stipulated in the Company's response to said Invitation to Bid

a. The Legal Advertisement, Invitation to Bid/Request for Proposal containing General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specification, addenda, and/or any other attachments forming a part of ITB/RFP Number **742-9052** and the Contractor's bid in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's ITB/RFP and all addenda thereto
- 3) Contractor's bid/proposal in response to the City's ITB/RFP

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practioner for guidance where necessary.

**f. Invoicing :** Contractor will forward all invoices in duplicate for payment to the following: **Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301.** If discount, other than prompt payment terms applies, such discount **MUST** appear on the invoice.

**2. Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

**3. Contract Summary:**

a. Attachments:

**Copy of vendor proposal, addendum#1 dated 6/7/2004, a blank copy of the bid specifications and the Purchasing Consent Agenda dated 11/1/2004.**

b. Payment Terms: **Per RFP**

c. Delivery: **Per RFP**

d. Insurance: Yes ☒ No ☐

e. Performance Bond/Letter of Credit: Yes ☐ No ☒

f. Procurement Specialist's Initials: **DN**

**4. Contractor's Phone Numbers:** Office: **954-977-9551**


Mobile:

**5. Contractor's Fax Number:** **954-973-6062**

**6. Contractor's E-Mail Address:** **jalbert@wm.com**

Website: **http://www.wm.com**

**City of Fort Lauderdale**

  
Assistant City Attorney (approved as to form)

Date: **11/16/04**

By:   
Director of Procurement Services (City Manager's Designee)

Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03

Date: **12/6/04**

**Contractor/Vendor**

**Waste Management Inc. of Florida**

Name of Company Officer (please type or print)

By:   
Authorized Officer's Signature

Title: **South Florida Market Area Vice President**

Date: **November 24, 2004**

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**BIDDER PROPOSAL PAGES**

Bid #742-9052

BIDDER NAME Waste Management Inc. of Florida

Bidder agrees to supply the services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB. All price information to be used in the bid evaluation must be listed on these pages.

Bidder should complete all blanks contained in these bid proposal pages and include all required attachments as requested; otherwise, your bid may not be tabulated and possibly not considered for award. Locations and frequency of pickups listings listed are estimates only and are for bid comparisons only. Actual service levels could be different due to the changing nature/volume of solid waste generated.

**OPTION I****Twice Weekly Garbage Cart Collection**  
**Once Weekly Yard Waste Cart Collection**

	Estimated Number Of Units (Carts)	Total Cost Per month
Area I, II and III	18,650 Garbage	\$ <u>70,310.50</u>
	18,650 Yard Waste	\$ <u>35,062.00</u>

**Annexation Areas ( 9-15-05)**

Golden Heights	675 Garbage	\$ <u>2,544.75</u>
Palm Aire	675 Yard Waste	\$ <u>1,269.00</u>

**Annexation Areas ( 9-15-07)**

Riverland	3,105 Garbage	\$ <u>11,705.85</u>
Melrose Park	3,105 Yard Waste	\$ <u>5,837.40</u>

**Special Pick-UP**Single and Multiple Locations in Units of 3  
Base PricePer Unit \$ 17.50TOTAL MONTHLY COST: OPTION I \$ 126,747.00

**BIDDER PROPOSAL PAGES**

Bid #742-9052

BIDDER NAME Waste Management Inc. of Florida**OPTION II**

	Estimated Number Of Units (Carts)	Total Cost Per Month
Area IV, V and VI	15,281 Garbage	\$ <u>59,137.47</u>
	15,281 Yard Waste	\$ <u>29,492.33</u>

TOTAL MONTHLY COST: OPTION II \$ 88,629.80

Do you have the required liability insurance and will you furnish a Certificate of Insurance with the City named as additional insured prior to the commencement of any contract work?

X Yes \_\_\_\_\_ No

Do you have Workman's Compensation Insurance?

X Yes \_\_\_\_\_ No

Do you have proper licenses/permits required to do work?

X Yes \_\_\_\_\_ No

Did you attach Business Plan with complete information (Item 05.)

X Yes \_\_\_\_\_ No

Contract is scheduled to begin November 1, 2004, can you begin on this date? If not, indicate the date you can begin service.

X Yes \_\_\_\_\_ No

Have you included an original and 1 copy of your bid response?

X Yes

Authorized Signature

John Caragrande

**BIDDER PROPOSAL PAGES**

Bid #742-9052

BIDDER NAME Waste Management Inc. of Florida**EXHIBIT A  
Sanitation Vehicle Inventory**

No.	Vehicle #	Year	Description	Hours	Price Offered
1.	5073	2002	Lodal Sideloader low entry	581	\$ <u>70,000.00</u>
2.	5072	2002	Lodal Sideloader low entry	1878	\$ <u>70,000.00</u>
3.	5071	2002	Lodal Sideloader low entry	1803	\$ <u>70,000.00</u>
4.	4883	2002	Lodal Sideloader low entry	3982	\$ <u>70,000.00</u>
5.	4882	2002	Lodal Sideloader low entry	4067	\$ <u>70,000.00</u>
6.	4788	2000	Lodal Sideloader low entry	SHOP	\$ <u>70,000.00</u>
7.	4620	1999	Volvo/Leach Sideloader	9168	\$ <u>50,000.00</u>
8.	4568	1999	Volvo/Leach Sideloader	1878	\$ <u>20,000.00</u>
9.	4438	1999	Volvo/Leach Sideloader	9582	\$ <u>20,000.00</u>
10.	4437	1999	Volvo/Leach Sideloader	9423	\$ <u>20,000.00</u>
11.	4385	1999	Volvo/Leach Sideloader	3488	\$ <u>20,000.00</u>
12.	4172	1998	Volvo/Leach Sideloader	9078	\$ <u>15,000.00</u>
13.	TOTAL VEHICLE PRICE PROPOSAL				\$ <u>565,000.00</u>

PAYMENT OPTION (Please check one) If vehicle bid proposal &amp; terms are accepted.

☒ Cash payable to City upon contract award☐ Total amount deducted from first year purchase order (12 months)